

CITY OF SAN ANTONIO

ENVIRONMENTAL SERVICES DEPARTMENT



**REQUEST FOR QUALIFICATIONS
("RFQ")**

for

**ON-CALL PROFESSIONAL SERVICES AGREEMENT 2003
FOR LANDFILL COMPLIANCE ENVIRONMENTAL
CONSULTING**

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I. BACKGROUND

This contract consists of providing environmental and engineering services to comply with the regulations set forth by the Texas Commission for Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (USEPA) regarding management of closed municipal solid waste landfills and execution of various City of San Antonio (City) environmental projects.

The City seeks qualifications from qualified Consulting firms interested in providing the services as described in this RFQ.

II. SCOPE OF SERVICES

As part of the City's post closure requirements, the City is required to monitor, implement and maintain environmental programs related to air, soil and groundwater for various closed landfills. The selected firm(s) will perform environmental consulting services including, but not limited to the following:

1. Provide assistance with quarterly and semi-annual groundwater monitoring events at select landfills. Consultant will be responsible for analyzing select parameters, evaluating analytical data, and preparing a report, as required by TCEQ;
2. Provide assistance with the evaluation and maintenance of existing leachate and methane collection systems at select landfills. Consultant will be responsible for making recommendations to insure systems are operating effectively and efficiently;
3. Provide assistance with air monitoring permitting and reporting to meet Title V permit requirements and New Source Performance Standard (NSPS) requirements at select landfills. These services may include air monitoring, landfill gas sampling and analyses, or landfill gas surface monitoring;
4. Development of work plans including Sampling Plans, Quality Assurance/Quality Control Plans, and Health and Safety Plans;
5. Groundwater monitoring well system design, installation, sampling and testing;
6. Development of landfill gas and leachate management plans;
7. Conduct Risk Assessments;
8. Design and implementation of site specific remediation plans;
9. Operation and maintenance of remediation equipment;
10. Obtain site closure on projects pertaining to impacted soil, water, air and other affected media;
11. Prepare site development plans and cross sections for Household Hazardous Waste Disposal Facilities, as required;
12. Environmental Compliance auditing;
13. Regulatory coordination and other services, as required.

Sites that may be addressed under this contract include:

- Nelson Gardens Landfill
- Pearsall Landfill
- Rigsby Avenue Landfill
- West Avenue Landfill
- Wetmore Landfill
- Mitchell Lake Landfill
- Ira Lee Landfill
- Camargo Park Landfill
- Bitters Road Brush Site
- Household Hazardous Waste Facility
- Riley Landfill

III. TERM OF CONTRACT

A contract to one or multiple consulting firms will be awarded in response to this RFQ for a term of one year from date of the fully executed contract. The City shall have the option to renew this contract for two additional one-year terms, with same terms and conditions, upon approval of the Director of Environmental Services Department.

IV. QUALIFICATION REQUIREMENTS

Consulting firm's Qualifications shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Consulting firm proposes to accomplish and perform each specific service and unique problems perceived by Consulting firm and their solutions.
- B. CONSULTING FIRM QUALIFICATION GENERAL QUESTIONNAIRE: Completed Consulting firm Qualification General Questionnaire (Attachment A).
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form (Attachment B). If Consulting firm is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the qualification.
- D. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form (Attachment C). If Consulting firm is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the qualification.
- E. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) POLICY REQUIREMENTS. Completed SBEDA forms (Attachment D).

F. REFERENCE AND QUALIFICATIONS:

1. Background of Consulting firm and support personnel, including professional qualifications and length of time working in Consulting firm's capacity. Include resumés of key personnel for services that Consulting firm proposes to perform.
2. Relevant experience of Consulting firm as it relates to the scope of services contemplated by the RFQ.
3. Specific experience with public entity clients, especially large municipalities. If Consulting firm has provided services for the City in the past, identify the name of the project and the department for which Consulting firm provided those services. If Consulting firm is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Consulting firm shall provide three (3) references, preferably from municipalities, for whom Consulting firm has provided services. Include current phone number for each reference.
6. If Consulting firm has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.

G. SIGNATURE PAGE: Consulting firm must complete and include Signature Page with qualification. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the qualification. Qualifications signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority (Attachment G).

H. QUALIFICATION CHECKLIST: Completed qualification checklist (Attachment H).

Consulting firm is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE CONSULTING FIRM'S QUALIFICATION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

V. AMENDMENTS TO RFQ

Changes or amendments to this RFQ may be posted on the City's website at <http://www.sanantonio.gov/rfp>. It is Consulting firm's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a qualification. A Consulting firm who does not have access to the Internet, must notify City in accordance with Section VII, Restrictions on Communication, that Consulting firm wishes to receive copies of amendments to this RFQ by mail.

VI. SUBMISSION OF QUALIFICATIONS

- A. Consulting firm shall submit 1 original plus 5 copies of the Qualification, the original signed in ink, in a sealed package, clearly marked on the front of the package Landfill Compliance Consultant. All Qualifications must be received in the Environmental Services Department main offices no later than **4:00 P.M. Central Time, March 3, 2003**, at the address below. Any submittal received after this time shall not be considered.

Physical Address:

City of San Antonio
Environmental Services Department
Attn: David Newman
1920 Grandstand
San Antonio, Texas 78238

Mailing Address:

Same as physical

Qualifications sent by facsimile or email will not be accepted.

- B. Qualification Format: Each qualification shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder or other similar binder. Font size shall be no less than 12 point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the qualification; compact disks and/or computer disks submitted as part of the qualification shall not be considered. Each qualification must include the sections and attachments in the sequence listed in the Qualification Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the qualification.
- C. Consulting firm who submit responses to this RFQ shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Consulting firm and limited liability company Consulting firm shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Qualification.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its qualification, the Director of Environmental Services shall have the discretion, at any point in the contracting process, to suspend consideration of the qualification.

- D. All provisions in Consulting firm's qualification, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a qualification is accepted, throughout the entire term of the contract
- E. All qualifications become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Consulting firm should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Consulting firm may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Consulting firm that is associated with the preparation of the Qualification, the Pre-Qualification conference, if any, or during any phase of the selection process, shall be borne solely by Consulting firm.

VII. RESTRICTIONS ON COMMUNICATION

Once the RFQ has been released, Consulting firm are prohibited from communicating with City staff or City officials regarding the RFQ or Qualifications, with the following exceptions:

- A. Questions concerning this RFQ shall be directed, in writing only, to the Environmental Service Department, Attn: David Newman, Manager, Environmental Services Department, Environmental Management Division, at 1920 Grandstand, San Antonio, TX 78238. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by Certified Mail, Return Receipt Requested; however, electronic submissions by facsimile or e-mail will be accepted at (210) 207-6411 or Dnewman@sanantonio.gov. No inquiries or questions will be answered if received after **4:00 P.M. Central Time February 24, 2003**, to allow ample time for distribution of answers and/or amendments to this RFQ. Consulting firm wishing to receive copies of the questions and their responses must notify the City's contact person in writing prior to the date and time the questions are due.
- B. Consulting firm shall not contact City employees nor Officers before an award has been made, except as set out herein. Violation of this provision by Consulting firm or his agent may lead to disqualification of his qualification from consideration.
- C. The City reserves the right to contact any Consulting firm for clarification after responses are opened and/or to further negotiate with any Consulting firm if such is deemed desirable by City.

VIII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Qualifications received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Qualification will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may elect all, some or none of the Consulting firm for interviews. If the City

elects to conduct interviews, Consulting firm may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Consulting firm at any time prior to final approval of a selected Consulting firm. The City reserves the right to select one, or more, or none of the Consulting firm to provide services. Final approval of a selected Consulting firm is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

A. Technical Review (80%)

1. Personnel Qualifications.
2. Firm's experience with Similar Projects.
3. Environmental Innovations / Value Engineering / Regulations.
4. Responsiveness / Compatibility to City.
5. Remediation Construction / Management Capability.
6. Capacity to Perform Work.

B. Small Business Economic Development Advocacy (SBEDA) Requirements (20%)

- Local Business Enterprises.
- Historically Underutilized Enterprises.
- Prime Contractor Compliance with SBEDA Policy.

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs(i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:
 - i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
 - ii. One percent (1%) for meeting/exceeding the MBE goal.
 - iii. One percent (1%) for meeting/exceeding the WBE goal.
 - iv. One percent (1%) for meeting/exceeding the AABE goal.
 - v. One percent (1%) for meeting/exceeding the SBE goal.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFQ.
- B. The Contract, if awarded, will be awarded to the Consulting firm(s) whose Qualification(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Qualification in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Consulting firm is subject to City Council approval.
- D. City reserves the right to accept one or more Qualifications or reject any and all Qualifications received in response to this RFQ, and to waive informalities and irregularities in the Qualifications received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E. After a consultant is selected, based on qualifications, the City shall obtain a price schedule from the consultant. If the pricing is considered too high, the City has the option to negotiate a lower price or select the next highest qualified consultant.
- F. City will require the selected consulting firm to execute the contract in substantially the form as attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Consulting firm(s) provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Consulting firm and commence negotiations with another Consulting firm.
- G. This RFQ does not commit the City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay costs incurred in preparation or submission of a qualification or in anticipation of a contract.

H. If selected, Consulting firm will be required to comply with the Insurance and Indemnity Requirements established herein.

I. Conflicts of Interest. Consulting firm acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Consulting firm is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the City, as defined in Part B, Section 10 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment B)

J. Independent Contractor. Consulting firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Consulting firm’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

X. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ:

RFQ Solicitation Period	<u>02/01/03 – 03/03/03</u>
Final Questions Accepted	<u>02/24/03 4:00 PM</u>
Qualifications Due	<u>03/3/03 4:00 PM</u>
Evaluations Conducted & Fees Considered	<u>Week of 03/03/03</u>
Contract considered by City Council (Estimated)	<u>03/20/03</u>

ADDITIONAL PROVISIONS OWNERSHIP AND LICENSES

In accordance with Texas law, Consulting firm acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Consulting firm pursuant to this Contract shall be the subject of any copyright or proprietary claim by Consulting firm.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

Consulting firm acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFQ, will belong to and be the property of City. Consulting firm, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Consulting firm, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Consulting firm, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

CERTIFICATIONS

Consulting firm warrants and certifies that Consulting firm and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

INTELLECTUAL PROPERTY

If selected, Consulting firm agrees to abide by the following regarding intellectual property rights:

Consulting firm shall pay all royalties and licensing fees. Consulting firm shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Consulting firm has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Consulting firm will immediately:

1. Either:
 - a) obtain, at Consulting firm 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Consulting firm further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable
- c) attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- d) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Consulting firm is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Consulting firm agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- that the Software or the equipment is used by the City in the form, state, or condition as delivered by Consulting firm or as modified without the permission of Consulting firm, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the City's negligent act or omission, and
- that the City promptly provide Consulting firm with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Consulting firm assumes responsibility under this section.

ATTACHMENT A

CONSULTING FIRM QUALIFICATION GENERAL QUESTIONNAIRE

**CONSULTING FIRM QUALIFICATION
GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone/FAX: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its qualification?
Yes____ No____
5. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in San Antonio, Texas?

Yes____ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?

____ (years) ____ (months)

c. State the number of full-time employees at the San Antonio office. _____
8. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?

Yes____ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?

____ (years) ____ (months)

c. State the number of full-time employees at the Bexar County office. _____
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the City may contact concerning your qualification or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes () No ().
If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below for the discretionary contract is the subject of council action, and no later than five (5) business days after any change in the information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

--

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

--

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

--

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

--

¹A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, or other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

ATTACHMENT C
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your qualification from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your qualification.

ATTACHMENT D

Option 2

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY
(SBEDA) POLICY**

For Use with Contracts Over \$200,000

ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

For Use with Contracts Over \$200,000

1. **Small Business Participation**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To

qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

4. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3915 or FAX: (210) 207-8151.

GOOD FAITH EFFORT PLAN

NAME OF COMPANY: _____

PROJECT NAME: _____

1. Indicate all MBE-WBE-AABE-SBE subcontractors proposed for this contract. (Use additional sheets as needed.)

[illegible]

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

a

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

ATTACHMENT E

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFQ, the selected Consulting firm shall furnish an original completed Certificate(s) of Insurance to the Environmental Services Department 1920 Grandstand, Attn: David Newman, which shall be clearly labeled On-Call Professional Services Agreement 2003 for Landfill Compliance Environmental Consulting in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Environmental Services Department, Attn: David Newman, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverage's and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Consulting firm's financial integrity is of interest to the City, and, therefore, subject to Consulting firm's right to maintain reasonable deductibles in such amounts as are approved by the City, Consulting firm shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Consulting firm's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Explosion, collapse, underground *g. Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$50,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Consultant's Environmental Liability	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional environmental services
6. Performance Bond	N/A
7. Payment Bond	As required by statute
8. Pollution Legal Liability	\$1,000,000 ***

*** This amount is presumed to be the minimum sum. The City urges Contractor to provide more coverage, if possible.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Consulting firm shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Consulting firm shall pay any costs incurred resulting from said changes.

Consulting firm agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insurers as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Consulting firm shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Consulting firm knows of said change in advance, or ten (10) days notice after the change, if the Consulting firm did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Office Of Mgmt. & Budget
Risk Management Division
Landfill Compliance Consultant
P. O. Box 839966
San Antonio, Texas 78283-3966

David Newman
City of San Antonio
Environmental Services Department
Landfill Compliance Consultant
1920 Grandstand
San Antonio, Texas 78238

If Consulting firm fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Consulting firm to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Consulting firm’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consulting firm to stop work under the Agreement, and/or withhold any payment(s) which become due to Consulting firm thereunder until Consulting firm demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Consulting firm may be held responsible for payments of damages to persons or property resulting from Consulting firm’s or its subcontractors’ performance of the work covered under the Agreement. It is agreed that Consulting firm’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

CONSULTING FIRM, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTING FIRM's, if selected, activities under this CONTRACT, including any acts or omissions of CONSULTING FIRM, if selected, , any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTING FIRM, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTING FIRM, if selected, known to CONSULTING FIRM, if selected, related to or arising out of CONSULTING FIRM's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTING FIRM's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONSULTING FIRM, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONSULTING FIRM, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONSULTING FIRM, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTING FIRM, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

ATTACHMENT G

SIGNATURE PAGE

“✓” Check box that indicates business structure of Consulting firm

- ☐ Individual or Proprietorship
- ☐ Partnership or Joint Venture
- ☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Consulting firm entity named below; that (s)he is designated to sign this Qualification Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Qualification as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Consulting firm, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Consulting firm Organization Name (DBA also required if Individual or Proprietorship)

By: _____

By: _____

(If Consulting firm is a Joint Venture, an authorized signature from a representative of each party is required)

Employer Identification Number

By signature above, Consulting firm agrees to the following:

1. If awarded a contract in response to this RFQ, Consulting firm will be able and willing to execute a contract in the form shown in the RFQ, as set out in Section II with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFQ, Consulting firm will be able and willing to comply with the insurance and indemnification requirements set out in Attachments E & F.
3. If awarded a contract in response to this RFQ, Consulting firm will be able and willing to comply with all representations made by Consulting firm in Consulting firm's Qualification and during Qualification process.
4. Consulting firm has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of qualification from consideration.
5. Consulting firm agrees to fully and truthfully submit a General Questionnaire and understand that failure to fully disclose information may result in disqualification from consideration or termination of contract, once awarded.

ATTACHMENT H

QUALIFICATION CHECKLIST

This checklist is to help the Consulting firm ensure that all required documents have been included in its qualification.

Document	Check or Initial Indicate Document is Attached to Qualification
Executive Summary	
Consulting Firm Qualification General Questionnaire (Attachment A in RFQ)	
*Discretionary Contracts Disclosure (Attachment B in RFQ)	
Litigation Disclosure (Attachment C in RFQ)	
*SBEDA Form 117C – Good Faith Effort Plan (Attachment D in RFQ)	
References and Qualifications (Qualification Requirements Section of RFQ) <ul style="list-style-type: none">• resums of key personnel• 3 references	
*Signature Page (Attachment G in RFQ)	
*Qualification Checklist (Attachment H in RFQ)	
6 Copies of Qualification / 1 original and 5 copies	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of qualification.**